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**STATE OF NEW HAMPSHIRE
INSURANCE DEPARTMENT**

**REQUEST FOR PROPOSALS
FOR
PRE-LICENSING EXAMINATION PROGRAM
RFP 2025-LIC**

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Overview and Schedule

A. Purpose

This request for proposals (RFP) is issued by the New Hampshire Insurance Department (NHID) to solicit proposals for the development of content for written pre-licensure examinations and the administration of statewide written examination services required for licensure of insurance producers, adjusters and public adjusters.

Vendors will provide NHID with a project plan that is anticipated to commence on July 1, 2025. Please note this timeframe may be adjusted, as necessary, to comply with all procedural requirements associated with the RFP and the contracting process. The actual contract start date will be established by a completed and approved contract. The initial term of the contract will be for a period of two (2) years through June 30, 2027. The contract may be extended for an additional two (2) year term at the sole option of NHID based upon vendor performance and by written agreement of the parties.

B. Schedule

The following table provides a Schedule of Events for this RFP through contract finalization and approval. NHID reserves the right to amend this Schedule at its sole discretion and at any time through a published Addendum.

EVENT	DATE	LOCAL TIME
RFP Released	1/17/2025	12:00 PM
Vendor Inquiry Period Ends	1/24/2025	4:00 PM
Final NHID Responses to Vendor Inquiries	1/31/2025	4:00 PM
Vendors Submit Proposals	2/7/2025	4:00 PM
NHID Review and Scoring of Proposals Complete- Top 3 vendors will be chosen for Oral Presentations and Interviews	2/11/2025	4:00 PM
Estimate Timeframe for Oral Presentations and Interviews	2/12/2025-2/14/2025	TBD
Estimated Notification of Selection	2/19/2025	4:00 PM

C. The New Hampshire Insurance Department

NHID is an independent regulatory agency, which has the authority and responsibility ensure the competence of producers and adjusters selling insurance products in the State of New Hampshire, pursuant to RSA 402:15, RSA 402-B, RSA 402-D, RSA 402-J, and Ins 1300. NHID accomplishes this through competency examinations prior to licensure as well as ongoing continuing education requirements.

The NHID is a member of the National Association of Insurance Commissioners (NAIC).

D. Vendor Instructions

Interested vendors must read the entire RFP and submit the required documents in the manner and within the deadlines specified in the RFP. Vendors are responsible for reviewing the most updated information related to this RFP before submitting proposals.

II. Requirements and Scope of Work

A. Overall Requirements

NHID seeks to contract with a vendor that utilizes test development experts and psychometricians to construct, develop and evaluate pre-licensure examinations for producers, adjusters, and public adjusters for a variety of lines of authority (LOA). The pre-licensure examinations must measure the minimum competency required for a candidate to perform at an entry level. The examination must test the knowledge of the pre-licensure candidate in the following general areas:

- The specific LOAs for which the application is made;
- The entry-level duties and responsibilities of an insurance producer, adjuster or public adjuster; and
- The applicable insurance laws and regulations of New Hampshire:

B. Specific Examination Design Topic Requirements

1. The selected vendor must have the ability to develop, design and administer valid and reliable examinations in the following types of New Hampshire insurance qualifications and LOAs including, but is not limited to:

- Life insurance New Hampshire laws and regulations;
- Accident and health insurance New Hampshire laws and regulations;
- Life, accident and health insurance New Hampshire laws and regulations;

- Property & Casualty insurance New Hampshire laws and regulations;
 - Producers life insurance;
 - Producers accident and health insurance;
 - Producers life, accident and health insurance;
 - Producers property and casualty insurance;
 - Producers title insurance;
 - Producers property insurance;
 - Producers casualty insurance;
 - Producers personal lines insurance;
 - Public Adjuster;
 - Adjuster's property and casualty insurance;
 - Adjuster's workers' compensation insurance; and
 - Adjusters property and casualty New Hampshire insurance laws and regulations.
2. The selected vendor must demonstrate the ability to provide knowledgeable staff qualified to develop at least one (1) objective, multiple-choice style examination for each license type or LOA and to recommend an appropriate number of questions for each examination.
 3. All examination questions must be New Hampshire-specific, and are subject to review by NHID and/or the Examination and Review Council and must receive final approval by the NHID.
 4. The selected vendor must maintain a sufficient number of examination questions for each type of examination to assure NHID that the questions will not be repeated within a given examination group.
 5. The selected vendor will be required to monitor changes in New Hampshire law and regulations, as well as any applicable federal law and regulations, and recommend revisions, additions and deletions to the examination questions in accordance with a schedule to be agreed to by the selected vendor and NHID.
 6. The selected vendor, at its expense, shall conduct an annual review with the Examination Review Council and shall review current and new examination questions and make recommendations regarding the difficulty of the examinations.

C. Examination Results

1. Immediately following completion of the examination, the selected vendor shall provide to each candidate, at no additional charge, a document providing the candidate with a total exam score, an indication of pass/fail, and an indication of performance on subsections of each examination.

2. The selected vendor must electronically transmit examination results to the licensing vendor designated by NHID within two (2) business days of completion of the examination(s).
3. The selected vendor must ensure that all data related to the examination process will be transmitted in a secure manner to protect all personal identifiable information (PII), including but not limited to a candidate's name, social security number, driver's license number, passport number, date of birth, place of birth, employment information, medical information, education information, and examination results.

D. Examination Registration

1. The selected vendor must have the ability to process applications for examinations, which includes, but is not limited to:
 - accepting applications electronically;
 - collecting and processing payments in a secure manner in accordance with payment card industry data security standards; and
 - Provide appropriate accommodations for registration and testing.
2. The selected vendor shall charge a reasonable examination fee and rescheduling fee which shall be reviewed and approved by the Commissioner of NHID annually.
3. The selected vendor must ensure that no costs are incurred by NHID for examination services proposed. Proposals that include any costs incurred by NHID will be disqualified.
3. The selected vendor must provide customer services to examination candidates and the NHID. Adequate customer service shall include at a minimum:
 - Maintaining, at the vendor's own expense, a computer Home Page and a method to receive telephone calls and messages twenty-four (24) hours per day, seven (7) days a week, containing information regarding the examination process, scheduling of examinations and other information as may be required by NHID;
 - Responding to customer inquiries no later than two (2) business days from receiving a message requesting a return call;
 - Providing meaningful access to services for individuals who may not speak English as their primary language;

E. Examination Location/Frequency and Scheduling of Examinations

1. The selected vendor shall deliver examinations through a “user-friendly” automated testing system, which must provide appointments for examination candidates within three (3) business days of registering for the examination.
2. The selected vendor shall maintain, at its own expense, an examination site located in central New Hampshire.
3. The selected vendor shall hire, train and supervise, at its own expense, trained personnel to operate the examination site and must demonstrate that it has an established system of examination site supervision.
4. The selected vendor must have the ability to administer examinations to persons with special needs, including personnel trained to accommodate special examination requests for individuals who cannot take the examination in its conventional form.
5. The selected vendor shall permit a candidate to sit for a New Hampshire specific examination in any other state if the vendor maintains testing locations in any such other state. The results of the examination must be reported to the candidate and to NHID in the same manner as if the examination had been administered in New Hampshire.

F. Examination Integrity and Confidentiality

1. The selected vendor must institute security measures designed and implemented to protect the integrity of the examination content, administration and the overall examination process.
2. The selected vendor shall be responsible for timely identifying any examination irregularities and conducting an investigation into any suspected security breaches.
3. The selected vendor shall report all suspected security breaches to NHID and provide a written report of investigation, including any recommendations, to NHID within seventy-two (72) hours of the conclusion of the investigation.
4. The selected vendor shall make its employees available, at its own expense, if needed to testify at administrative proceedings involving examination irregularities.
5. The selected vendor agrees to protect the confidentiality of any files, data, or any other materials provided by NHID, or by any candidates for licensure. Any such data shall be restricted in use and purpose to the performance under this contract.

6. The selected vendor must have the capability of providing electronic fingerprints for transfer to appropriate agencies designated by NHID. The cost of such fingerprinting must be reasonable and agreed to by the Commissioner. The cost will be paid directly to the selected vendor by the applicant and shall be retained by the selected vendor.

G. Pre-Examination Bulletin

1. The selected vendor must develop, at its own expense and subject to NHID review and approval, an informational bulletin, which must include, but is not limited to, the following information:
 - New Hampshire specific licensing forms and procedures;
 - pre-licensing requirements;
 - outline of examination topics
 - sample examination questions;
 - examination procedures;
 - examination registration information;
 - examination center locations; and
 - any other information as may be required by the NHID Commissioner.
2. The selected vendor shall, at its own expense, make all bulletins available in printed form, by mail and by electronic transmission to NHID, prospective licensees, pre-licensing providers and at all examination locations.

H. Administrative Reports and Review

1. The selected vendor shall monitor the performance of examination questions. Examination questions must be tested for reliability and validity with generally acceptable testing and measurement standards and the results shall be provided to NHID at least annually and more frequently at the Commissioner's discretion.
2. The selected vendor shall provide reports to NHID monthly, quarterly and annually that contain examination statistics for each examination administered. The examination statistics shall include, but not limited to, the number of candidates taking each examination and the pass/fail ratio of each individual examination.
3. The selected vendor shall allow NHID to access and review any data and files maintained by the selected vendor regarding the examination and the administration of the examination process.

III. Contract Terms and Conditions

A. Standard Contract Terms

NHID will require the selected vendor to execute a contract using the Standard Terms and Conditions of the State of New Hampshire (Form P-37) which is attached as Appendix A. In no event is a vendor to submit its own standard contract terms and conditions as a replacement for the State's terms in response to this solicitation.

To the extent that a vendor believes that exceptions to the contract terms in Appendix A will be necessary for the vendor to enter into the contract, the vendor must note those issues during the Vendor Inquiry Period, as further described Section IV-B. NHID will review requested exceptions and accept, reject, or note that it is open to negotiation of the proposed exception at its sole discretion. If NHID accepts a vendor's exception, NHID will, at the conclusion of the inquiry period, provide notice to all potential proposers of the exceptions which have been accepted and indicate that the exception is available to all potential proposers. Any exceptions to the standard form contract that are not raised during the vendor inquiry period are waived.

The terms of this RFP and the selected vendor's proposal will be used to form the terms of any resulting contract. The resulting contract may incorporate some or all of the selected vendor's proposal. References in the P-37 to Exhibits A, B and C are references to the required structure of any resulting contract (Exhibit A – Special Provisions/Amendments to the P-37, Exhibit B – Scope of Services, and Exhibit C – Payment Terms) and are not references to sections of this RFP.

IV. Request for Proposal Process

A. Point of Contact

The sole point of contact for this RFP, from the RFP issue date until the approval of the resulting contract by NHID is:

Joan Lacourse, Licensing
New Hampshire Insurance Department
21 S. Fruit Street, Suite 14
Concord, New Hampshire 03301
joan.d.lacourse@ins.nh.gov

From the date of release of this RFP until an award is made and announced regarding the selection of a vendor, all communication with personnel employed by or under contract with NHID regarding this RFP is prohibited unless first approved by the RFP Sole Point of Contact. NHID employees have been directed not to hold conferences and/or discussions concerning this RFP with any potential vendor during the selection process, unless otherwise authorized by the RFP Sole Point of Contact. Vendors may be disqualified for violating this restriction on communications.

B. Vendor Inquiries

All inquiries concerning this RFP, including but not limited to, requests for clarifications, questions, any changes to the RFP, and any exceptions to the contract terms in Appendix A, including the Form P-37, shall be submitted via email to the Point of Contact specified above. Inquiries must be received by the end of vendor inquiry period (see Section I.B- Schedule of Events herein).

The vendor must identify the RFP name, page number and relevant paragraph and include the vendor's name, telephone number, and e-mail address.

NHID responses to properly submitted inquiries will be posted on or before the date specified in Section I.B- Schedule of Events, subject to change at NHID's discretion.

NHID may consolidate and/or paraphrase questions for sufficiency and clarity. NHID may, at its discretion, amend this RFP on its own initiative or in response to issues raised by inquiries, as it deems appropriate. Oral statements, representations, clarifications, or modifications concerning the RFP shall not be binding upon NHID. Official responses by NHID will be made only in writing by the process described above. Vendors shall be responsible for reviewing the most updated information related to this RFP before submitting a proposal.

V. RFP Terms and Conditions

A. Debarment

Vendors who are ineligible to bid on proposals, bids or quotes issued by the Department of Administrative Services, Division of Procurement and Support Services pursuant to the provisions of RSA 21-I:11-c shall not be considered eligible for an award under this RFP.

B. Proposal Preparation Cost

By submitting a proposal, a vendor agrees that in no event shall NHID be either responsible for or held liable for any costs incurred by a vendor in the preparation of or in connection with the Proposal, or for work performed prior to the effective date of a resulting contract.

C. Validity of Proposal

Proposals must be valid for one hundred and eighty (180) days following the deadline for submission of Proposals in Schedule of Events, or until the effective date of any resulting Contract, whichever is later.

D. RFP Addendum

NHID reserves the right to amend this RFP at its discretion, prior to the Proposal submission deadline. In the event of an addendum to this RFP, NHID, at its sole discretion, may extend the proposal submission deadline, as it deems appropriate.

E. Non-Collusion

The vendor's signature on a proposal submitted in response to this RFP guarantees that the prices, terms and conditions, and work quoted have been established without collusion with other vendors and without effort to preclude NHID from obtaining the best possible competitive proposal.

F. Property of the Agency

All material received in response to this RFP shall become the property of NHID and will not be returned to the vendor. Upon contract award, NHID reserves the right to use any information presented in any proposal.

G. Proposal Confidentiality

Unless necessary for the approval of a contract, the substance of a proposal must remain confidential until the effective date of any contract resulting from this RFP. A vendor's disclosure or distribution of proposals other than to NHID may be grounds for disqualification.

H. Public Disclosure

The information submitted in response to this RFP (including all materials submitted in connection with it, such as attachments, exhibits, addenda, and presentations), any resulting contract, and information provided during the contractual relationship may be subject to public disclosure under the Right-to-Know law, including RSA 91-A. Pursuant to RSA 91-A and RSA 9-F:1, the Secretary of State will post to the public any document submitted to the Governor and Executive Council for approval, including contracts resulting from this RFP, and posts those documents on its website (<https://sos.nh.gov/administration/miscellaneous/governor-executive-council/>). In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this RFP will be made accessible to the public online via the website Transparent NH (<http://www.nh.gov/transparentnh/>).

Confidential, commercial or financial information may be exempt from public disclosure under RSA 91-A:5, IV. If a vendor believes any information submitted in response to this RFP should be kept confidential, the vendor must specifically identify that information where it appears in the submission in a manner that draws attention to the designation and must mark/stamp each page of the materials that the vendor claims must be exempt from disclosure as "CONFIDENTIAL." Vendors must also provide a letter to the person listed as the point of contact for this RFP, identifying the specific page number and section of the information you consider to

be confidential, commercial or financial and providing your rationale for each designation. Marking or designating an entire proposal, attachment or section as confidential shall neither be accepted nor honored by the State. Vendors must also provide a separate copy of the full and complete document, fully redacting those portions and shall note on the applicable page or pages that the redacted portion or portions are "confidential."

Submissions which do not conform to these instructions by failing to include a redacted copy (if necessary), by failing to include a letter specifying the rationale for each redaction, by failing to designate the redactions in the manner required by these instructions, or by including redactions which are contrary to these instructions or operative law may be rejected by the State as not conforming to the requirements of the proposal.

Pricing, which includes but is not limited to, the administrative costs and other performance guarantees in proposals or any subsequently awarded contract shall be subject to public disclosure regardless of whether it is marked as confidential.

Notwithstanding a vendor's designations, the State is obligated under the Right-to-Know law to conduct an independent analysis of the confidentiality of the information submitted in a proposal. If a request is made to the State to view or receive copies of any portion of the proposal, the State shall first assess what information it is obligated to release. The State will then notify you that a request has been made, indicate what, if any, information the State has assessed is confidential and will not be released, and specify the planned release date of the remaining portions of the proposal. To halt the release of information by the State, a vendor must initiate and provide to the State, prior to the date specified in the notice, a court action in the Superior Court of the State of New Hampshire, at its sole expense, seeking to enjoin the release of the requested information.

By submitting a proposal, vendors acknowledge and agree that:

- The State may disclose any and all portions of the proposal or related materials which are not marked as confidential and/or which have not been specifically explained in the letter to the person identified as the point of contact for this RFP;
- The State is not obligated to comply with a vendor's designations regarding confidentiality and must conduct an independent analysis to assess the confidentiality of the information submitted in your proposal; and
- The State may, unless otherwise prohibited by court order, release the information on the date specified in the notice described above without any liability to a vendor.

I. Electronic Posting of RFP Results and Resulting Contract

At the time of receipt of proposals, the Agency will post the number of responses received with no further information. No later than five (5) business days prior to submission of a contract to the Department of Administrative Services, the Agency will post the ranks or scores of each responding vendor. In the event that the

contract does not require Governor & Executive Council approval, the Agency will disclose the rank or score at least 5 business days before final approval of the contract.

J. Non-Commitment

Notwithstanding any other provision of this RFP, this RFP does not commit NHID to award a contract. NHID reserves the right, at its sole discretion, to reject any and all proposals, or any portions thereof, at any time; to cancel this RFP; and to solicit new proposals under a new acquisition process.

K. Ethical Requirements

From the time this RFP is published until a contract is awarded, no vendor shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who will or has selected, evaluated, or awarded an RFP, or similar submission. Any vendor that violates RSA 21-G:38 shall be subject to prosecution for an offense under RSA 640:2. Any vendor who has been convicted of an offense based on conduct in violation of this section, which has not been annulled, or who is subject to a pending criminal charge for such an offense, shall be disqualified from bidding on the RFP, or similar request for submission and every such vendor shall be disqualified from bidding on any RFP or similar request for submission issued by any state agency. A vendor that was disqualified under this section because of a pending criminal charge which is subsequently dismissed, results in an acquittal, or is annulled, may notify the department of administrative services, which shall note that information on the list maintained on the state's internal intranet system, except in the case of annulment, the information, shall be deleted from the list.

L. Challenges to Identification of Selected Vendor

Within 5 business days of NHID's posting of the rank or score on its website, vendors may, in accordance with RSA 21-G:37, request that NHID review its selection process. The request must be in writing and must specify all points on which the vendor believes NHID erred in its process and shall contain such argument in support of its position as the vendor seeks to present. In its request for review, a vendor shall not submit, and NHID will not accept nor consider, any substantive information that was not included in the original proposal. NHID will respond to the request within 5 business days of its receipt.

VI. Evaluation of Proposals

A. Criteria for Evaluation and Scoring

NHID will evaluate each responsive proposal using a scoring scale of 100 points and will measure the degree to which each proposal meets the criteria as set forth in the table below.

CATEGORIES	Maximum Points
TECHNICAL PROPOSAL with the following potential maximum scores for each Technical Proposal category;	
Vendor Qualifications and Experience in Providing Similar Services for Other States/Entities	30 points
Qualifications and Experience of Key Personnel Providing Services	20 points
Timeframe to Begin Providing Services	20 points
Anticipated Cost per Service the Vendor Will be Providing	15 points
Security Measures/ Protection of Data and PII	15 points
PRICE PROPOSAL MAXIMUM POINTS	
TOTAL MAXIMUM POINTS	100 points

NHID will select a vendor based upon the criteria and standards contained in this RFP and from applying the weighting in this section. NHID will form an evaluation committee to evaluate and score the proposals. The evaluation team shall insure that the selection and evaluation process is fair and equitable to all vendors submitting proposals. NHID may waive or offer a limited opportunity to cure immaterial deviations from the RFP requirements if it is determined to be in the best interest of the State.

Once the evaluation team has reviewed and scored the proposals, the vendors with the top three scores will be notified and given an opportunity to participate in an oral interview with the evaluation team. The oral interviews and reference checks will be used to refine and finalize scores.

NHID reserves the right to reject and all proposals and to negotiate the terms or price with any vendor and to include the results of these negotiations in a contract. NHID further reserves the right to seek further information and/or clarification of an proposal.

If NHID, decides to make an award based on these evaluations, NHID will notify the selected vendor. Should NHID be unable to reach agreement with the selected vendor during contract discussions, NHID may then undertake contract discussions with the next preferred vendor and so on, or NHID may reject all proposals, cancel this RFP, or solicit new proposals under a new acquisition process.

B. No Best and Final Offer

The proposal should be submitted initially on the most favorable terms including the best cost allocation and pricing the vendor can offer. There will be no best and final offer procedure.

C. Rights of the Agency in Accepting and Evaluating Proposals

NHID reserves the right, at its sole discretion, to:

- Make independent investigations in evaluating proposals;
- Request additional information to clarify elements of a proposal;
- Waive minor or immaterial deviations from the RFP and contract requirements, if determined to be in the best interest of the State;
- Omit any planned evaluation step if, in NHID's view, the step is not needed;
- Reject any and all proposals at any time; and
- Open contract discussions with the second highest scoring vendor and so on, if NHID is unable to reach an agreement on contract terms with the higher scoring vendor(s).

VII. Process for Submitting a Proposal

A. Proposal Submission, Deadline, and Location Instructions

Proposals submitted in response to this RFP must be received no later than the proposal due date as specified in the Schedule of Events, Section I.B: **February 7, 2025 at 4:00 PM.**

Delivery of the proposal shall be at the vendor's expense. The time of receipt shall be considered to be when a proposal has been officially documented by NHID, in accordance with its established policies, as having been received at the location designated in Section IV.A. above. Proposals must be signed by a person with authority to sign contracts on behalf of the vendor.

Proposals must be clearly marked as follows: RFP for Pre-licensing Examination Program Proposal.

Proposals may be submitted via E-mail or in person or via mail or other delivery method. or via sealed envelopes containing three (3) copies of the proposal submission delivered to Joan D. Lacourse at the address identified in IV. A above.

Electronic Proposals

Electronic Proposals must be addressed to:

TO: joan.d.lacourse@ins.nh.gov,

CC: producerquestions@ins.nh.gov

Subject line must include: RESPONSE TO RFP: 2025-LIC

Electronic Submissions must be submitted using the following criteria:

- a. Searchable PDF Format
- b. Files must be less than 10MB in size.
- c. Exception: If files are greater than 10MB in size, the vendor will be required to submit their proposal in parts. It is the vendors responsibility to ensure a complete proposal is submitted.

Physical Proposals

Physical Proposals that are either mailed or hand delivered, must be addressed to:

Joan D. LaCourse
New Hampshire Insurance Department
21 S. Fruit Street, Suite 14
Concord, New Hampshire 03301

Physical Submissions shall include:

- a) One original and three (3) clearly identified copies of the Proposal including required attachments; and
- b) One (1) Electronic submission via USB drive.

VIII. Proposal Content and Requirements

A. Content and Format

Proposals shall follow the below format and provide the required information set forth below:

1. Cover Page: The first page of a vendor's proposal must be a cover page displaying the following:

**Response to RFP 2025-LIC
Pre-licensing Examination Program Proposal
Vendor's Name:
Contact Person:
Telephone Number:
Address:
Fax Number:
Email Address:**
2. Subsequent Pages: All subsequent pages of a proposal must indicate the vendor's name and page number.
3. Letter of Transmittal: The letter must be brief and signed by a person authorized to commit the organization to perform the work specified in the RFP. It shall identify all materials and enclosures that comprise the

proposal. The letter must also identify the individual who shall serve as the vendor's representative in all matters relating to this RFP.

4. Table of Contents: The vendor must provide a table of contents with corresponding page numbers relating to each section of its proposal, including any appendices if applicable.
5. Vendor Profile: The vendor must provide the following information concerning the vendor and the personnel who will be assigned to this project: brief history of the vendor and years in business, description of organizational structure and number of employees, location and local presence and experience with similar projects. The vendor must also disclose any litigation, previous or outstanding, relating to vendor's performance of service contracts, or an explanation of why this information is not provided.
6. Qualifications and Key Personnel: The vendor must provide the names and curriculum vitae of each employee of the vendor who might be assigned to work on this project, including but not limited to experience, education and professional qualifications. The vendor must identify the manager of the program including qualifications and highlighting similar projects successfully managed. The vendor shall not include personal information such as social security number, date of birth or home address unless it is the same as the business address.
7. References: The vendor must provide a complete and unedited list of customers for whom the vendor has completed comparable examination management services or is presently engage, including specific contact information of persons to contact. The vendor must also provide a description of any unique sources of data available to the vendor.
8. Detailed Explanation of Proposed Services: The vendor must include a comprehensive response to Section II- Requirements and Scope of Work, including each subsection. The vendor must identify which requirements can be fully et, partially, or not at all.
9. Cost Proposal: The vendor must provide a derivation of cost for each service it intends to provide. The proposal should include a schedule of all personnel it anticipates assigning to such work, the anticipated hourly or daily rate for each individual and an estimate of the amount of time each person might be expected to expend on the project. The proposal may include not-to-exceed limits on a per service basis. The response shall be sufficiently detailed to create a general expectation of the cost anticipated for each of the services the vendor is proposing to bid on under this RFP.

10. Timeframes: The proposal must specify a timeframe in which the vendor commits to providing the requisite services and an anticipated potential time required to begin providing the services should the vendor be awarded a contract under this RFP—particularly if there is a requirement to upload/download information from a prior vendor.
11. Security Measures: The vendor must specify what security measures it will take relevant to the design and implementation of its proposed services. Information must be provided regarding how each specific area identified below will be addressed, including a description of potential security issues and the measures the vendor anticipates implementing to improve security and reduce risk to data, application and networks. The security areas to be addressed include, but are not limited to, the following:
 - Physical- service room access, device access controls and remote access.
 - Application-
 - Software Development Life Cycle (SDLC) and change management
 - Users- Account logins and passwords, personal information, authentication and authorization, and input validation
 - Database- Access controls, login, auditing, backup, redundancy
 - Network- infrastructure, vulnerabilities, encryption, data transmission.

NHID reserves the right to audit and/or request an on-site inspection of any or all parts of the vendor's environment at NHID's sole discretion.

12. Conflicts of Interest: The vendor must disclose any actual or potential conflicts of interests that it may have.
13. Supplemental Information: A vendor may furnish such supplemental information as the vendor believes will be valuable to the vendor selection committee in evaluating the qualifications of its personnel and merits of its proposal. The vendor may feature those elements of its firm, its personnel or its proposal which distinguish it from other vendors likely to submit proposals. The NHID vendor selection committee reserves the right to request additional information from any and all vendors during the vendor selection process.
14. Certificates of Good Standing, Authority, and Insurance: If a contract is awarded to a vendor, the vendor will be required to obtain and furnish proof that the vendor is in compliance with RSA 5:18-a, including registration with the New Hampshire Secretary of State and authority of the signatory to bind the vendor, and that the vendor

maintains appropriate general liability and worker's compensation insurance, if applicable.

B. Terms and Requirements

Consistent with NHID policy, the purpose of this RFP is to encourage free and open competition among vendors. Specifications, proposals, and conditions are designed to accomplish this objective, consistent with the NHID needs and guidelines.

The vendor's signature on a proposal submitted in response to this RFP constitutes the vendor's representations that:

1. All prices have been established without collusion with other eligible vendors and without effort to preclude the NHID from obtaining the best possible competitive proposal.
2. Vendor is not aware of any potential conflicts of interest which might arise out of work performed or being performed for any other clients or contracts or due to a past or present relationship of any sort between employees or representatives of the vendor, and employees of the State of New Hampshire, except those conflicts which have been fully disclosed in response to the RFP.
3. Vendor will not offer any gratuity, service, or special benefit to any employee of NHID.
4. NHID shall not be held liable for any costs incurred by the vendor in the preparation of the proposal, or for work performed prior to the contract effective date. All costs of preparing a proposal in response to this RFP are to be borne by the vendor and may not be included in the proposal price.
5. The successful vendor is solely responsible for meeting all terms and conditions specified in this RFP, its proposal, and any resulting contract. The successful vendor may not subcontract any portion of the resulting contract without the written approval of NHID.
6. All material received in response to this RFP will become the property of NHID and will not be returned to the vendor. The vendor selection committee may use any information elicited by the RFP to determine the solution that best meets the needs of NHID.
7. This RFP does not commit the NHID to award a contract.
8. Any contract awarded as a result of the RFP will be originated by NHID and shall be governed by the laws of New Hampshire.